

Western Governors University

Demonstration Teaching Agreement

This Demonstration Teaching Agreement (the “Agreement”) is entered into this **8th** day of **April**, 2008 by and between Western Governors University, Inc., a Utah non-profit corporation and an accredited institution of higher education (“WGU”), and **Tahoma School District No. 409** (“the District”), a public school district of education.

Article 1: Recitals

A. WGU is accredited by the Northwest Association of Schools and Colleges and Universities, the North Central Association of Colleges and Schools, and the Western Association of Schools and Colleges (Community and Junior Colleges and Senior Colleges and Universities), and its education credentialing programs have been approved by their Commissions; and

B. WGU conducts teacher training programs leading to degrees and desires to obtain demonstration (student) teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes AND, FURTHER, wishes to host Teacher Candidates in its schools.

Article 2: Definitions

2.1. “Teacher Candidate” shall refer to a student enrolled in a program at WGU which leads to an education credential.

2.2. “Host Teacher” shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.

2.3. “Clinical Supervisor” shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of ‘Supervisor’ established by WGU for this position. Clinical Supervisor assignment is ultimately the responsibility of WGU.

2.4. “Demonstration Teaching” shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.

2.5. “Demonstration Teaching Assignment” shall refer to the greater of the WGU 12-week requirement or the State’s and/or District’s minimum requirement for Demonstration Teaching (often referred to as student teaching). Demonstration Teaching shall satisfy all WGU and State requirements.

Agreement

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and District agree as follows:

Article 3: District Responsibilities

3.1. Host Teacher. The District shall provide Teacher Candidate with Demonstration Teaching experience in a school and classes of the District under the direct supervision and instruction of the Host Teacher.

3.2. Access for Clinical Supervisor. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.

3.3. Right to Accept or Terminate. The District may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Demonstration Teaching based upon its good faith determination that the Teacher Candidate is not performing to the standards of the District. Notices of any such decision or disciplinary action taken against the Teacher Candidate shall be provided to WGU in writing and shall state the reasons for such action. Upon written notification by the District, WGU shall promptly terminate the Teacher Candidate's assignment to the District.

3.4. District Policies Provided. The District shall provide Teacher Candidate with any of the District policies and procedures to which Teacher Candidate is expected to adhere during his/her Demonstration Teaching Assignment and while on District premises.

3.5. Other Requirements. The District shall inform Teacher Candidate of any requirements to comply with particular laws such as those regarding blood borne pathogen and infection control standards.

3.6. Evaluations. The District through the involvement of the Host Teacher shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of the Teacher Candidate: one mid-way through the Demonstration Teaching Assignment and another at the end of the Demonstration Teaching Assignment. WGU shall be responsible for the format of the evaluations.

3.7. Facilitation of Professional Development. The District shall facilitate the Teacher Candidate's professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.

3.8. Confidentiality of Teacher Candidate Records. District agrees to treat all Teacher Candidate records confidentially and not to disclose student records except to WGU and to District officials who have a legitimate need to know consistent with their official responsibilities.

Article 4: WGU Responsibilities

4.1. Teacher Training Program. WGU shall be responsible for curriculum planning, admission, administration, matriculation requirements, and other issues required by its teacher training program.

4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of the Demonstration Teaching clinical experience.

4.3. Clinical Supervisor. WGU shall hire and appoint a clinical supervisor who shall observe the Teacher Candidate in the classroom on six separate occasions during the Demonstration Teaching Assignment. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies.

4.4. Teacher Candidate Preparation. WGU will use its best efforts to see that Teacher Candidates selected for participation in Demonstration Teaching placements are prepared for effective

participation in the clinical education phase of their teaching training program. WGU will retain the ultimate responsibility for the evaluation of the Teacher Candidate;

4.5. Reimbursement of Host Teacher. WGU shall directly reimburse the Host Teacher the amount of \$150.00 per Teacher Candidate for services rendered by the individual. The District agrees that the issuance of the stipend to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host Teacher. The Host Teacher will be given independent contractor status by WGU and compensated directly. In the case of a teacher candidate acting as a 'Teacher-of-Record' within District, then there will be no Host Teacher compensation.

4.6. Reimbursement of Clinical Supervisor. WGU shall directly reimburse the Clinical Supervisor the amount of \$500.00 per Teacher Candidate for services rendered by the individual. The District agrees that the issuance of the stipend to the Clinical Supervisor will not render the Clinical Supervisor an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Clinical Supervisor. The Clinical Supervisor will be given independent contractor status by WGU and compensated directly.

4.7. Invoice Procedure. Within a reasonable time following the completion of any Demonstration Teaching Assignment, the Host Teacher and Clinical Supervisor shall submit an invoice to WGU, which invoice shall specify the number of Teacher Candidates and the amount of reimbursement calculated at the rate provided in Articles 4.5 and 4.6 respectively. WGU shall pay the reimbursement directly to the Clinical Supervisor and Host Teacher within 30 days following the date the invoice is received.

4.8. Termination of Assignment. Pursuant to Article 3.3 above, upon receipt of written notification by the District, WGU shall promptly terminate the Teaching Candidate's assignment to the District. In the event a Demonstration Teaching Assignment is terminated before completion, the Host Teacher and Clinical Supervisor shall receive reimbursement pro-rated to the number of weeks completed.

4.9. Representations. WGU represents that all Teacher Candidates assigned to the District for Demonstration Teaching are validly enrolled in an approved WGU credentialing program. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Demonstration Teaching Assignment. Nothing in this agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

4.10. Background Check. WGU requires that Teacher Candidates complete a criminal background check according to the pertinent requirements of the State where District is located and prior to entering the classroom for WGU's Demonstration Teaching Assignment.

4.11. Professional Liability Insurance. WGU requires that Teacher Candidates purchase professional liability insurance such as through membership in the National Educational Association.

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